

OKALOOSA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS AGREEMENT, effective this 25th day of August 2014, by and between NORTHWEST FLORIDA STATE COLLEGE - AMERICORPS PROGRAM, 100 College Blvd, Niceville FL 32578, (AmeriCorps program is house in the NWFSC - South Walton Center 109 Greenway Trail, Santa Rosa Beach FL, 32459 (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over ANY HOST SITE OKALOOSA COUNTY ELEMENTARY SCHOOL, (hereinafter referred to as "Recipient").

1. Scope of Work. The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: *Designated AmeriCorps Members, AmeriCorps staff and partnering agency Choctawhatchee Basin Alliance personnel will provide an 8 month (lessons start in October, 2014 and end in May, 2015 with field trip, June and July, 2015 for supply/equipment pick up) environmental STEM curriculum "Grasses in Classes" with contracted Elementary Schools in either 3rd or 5th grade one time per month. AmeriCorps will also provide supplemental or enrichment activities each month and nursery maintenance at each host site school. Each lesson is aligned to the grade level benchmarks by the State of Florida.* The scope of work shall hereinafter be referred to as the "Project."
2. Term. The Initial Term of this Agreement shall begin on the 1st day of September 2014, and shall end on the 31st day of July 2015. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. Relationship between the Parties. Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.
4. Responsibilities of Provider.
 - a. Delivery of Services: The Provider shall deliver the services required under this Agreement on the dates and at the times and places as specified herein: *Specific dates of curriculum delivery will be determined by grade levels at each host site school. The Northwest Florida State College AmeriCorps: NWF Environmental Stewards will deliver a contextual education curriculum a minimum of one time per month at each participating school to either 3rd or 5th grade classes (AmeriCorps members will come to schools for extra activities approved by school personnel and for maintenance of grasses). Members will also work collaboratively with each school in implementing contextual environmental educational and outreach activities that will include but are not limited to STEM lessons on water collection and conservation, storm water management, water conservation/chemistry, exotic/invasive plant species as well as native plants. Corps*

members will conduct education and outreach activities in collaboration with the school to include workshops and training of students and families on water collection and conservation, storm water management, water quality, native plants and invasive species. This service will be provided in host site schools starting (See attachment with specific contracted host site schools) October 1, 2014 - July 31, 2015, (set up at each host site school will begin in September 2014 and curriculum delivery will start in October 2014 and end in May, 2015 with a field trip). In the month of June and July, 2014 members will be collecting all the program supplies. A full time faculty member of the participating school will be present during the delivery of all programs and services.

- b. Staff and Personnel: The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: *Northwest Florida State College AmeriCorps - NWF Environmental Steward Members and Choctawhatchee Basin Alliance Personnel will implement the contextual STEM environmental science curriculum/activities. Are you or the person/s named a citizen of the U.S.? Yes*
- c. Finances: The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: *Provider is responsible for paying his/her own withholding taxes, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.*
- d. Supervision, Monitoring, and Evaluation: The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the Provider shall be responsible for the constant monitoring of the quality of service delivered to insure the highest standards of service are being provided to the Recipient under this Agreement in order to achieve a maximum benefit to the Recipient, its employees, students, and the families of students that are to be the recipients of these services. The Provider shall work mutually with the Recipient to provide an evaluation of the delivery and impact of the services made available under this Agreement and shall further provide to the Recipient any and all data or other materials maintained or collected by Provider in the course of performing this Agreement.
- e. Confidentiality: The Provider shall only be entitled to receive records and information from the Recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the Recipient which is necessary for Provider to deliver the services required hereunder.
- f. Background screening:
 - (i) In accordance with Florida Statute (S.) 1012.465, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes unless otherwise exempted from such requirements by S. 1012.467 or S. 1012.468. A Level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district agent trained to take

fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees.

(ii) Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when students are present, or to have access to School District funds.

(iii) It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is later convicted of, or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04, Florida Statutes the Contractor will notify School Board within 48 hours of such.

(iv) The parties agree that the Contractor's failure to perform any of the duties described in this section will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this section or sections 1012.32 and 1012.465, 1012.467 and 1012.468 Florida Statutes.

(v) All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a Level II clearance with **full access** to school property and is valid for 5 years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for 1 year. Contact the Okaloosa County School District Fingerprinting office at (850) 833-5812 for additional information on screening and clearance procedures.

g. Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. *The Provider hereby designates Dr. Ty Handy, NWFSSC President, Alison McDowell Director of Choctawhatchee Basin Alliance and Laurie Von Kaenel, AmeriCorps Program Director as the official representative for the purposes of administering this Agreement with the Recipient.*

h. Florida Retirement System: If the Provider is a retiree in the Florida Retirement System (the "FRS") then Provider, shall be responsible for obtaining any necessary approval in writing from FRS before entering into the Agreement to insure that there will not be an impact in Providers retirement benefit payment. The School Board shall not be liable to the Provider, under any circumstance, for any loss or impact of Provider retirement benefits.

i. Professional Responsibility: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Provider in its own independent and professional judgment. This Agreement and the delivery of services hereunder, shall be subject to the rules and regulations of Recipient and the laws and regulations of the State of Florida.

- j. Access to Records / Records Retention: The Provider agrees that the Recipient, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Provider or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Providers and subcontractors must retain all records pertaining to this contract for three years after the Recipient makes final payments and all other pending matters are closed.

5. Responsibilities of the Recipient.

- a. Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: *The Provider will be paid \$2,500.00 per contracted school for up to fifteen (15) schools for a total contract amount not to exceed \$37,500.00. All funds are being paid by AmeriCorps Host Site Participating Schools. Funding is out of the following budget:*

General Fund: *Fund Function Object Cost Center Project*

Special Revenue: *Fund Function Object Cost Center Project*

Internal Fund Purchase: *Account Name - Non-federal funds as designated by each contracted individual schools budget. Federal funding is allowable for grant match with permission of the funding provider.*

- b. Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
- c. Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- d. Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services: *Host site schools fifteen (15 total), will designate grade level contact to arrange monthly curriculum delivery, ensure each student completes and submits a pre and post test survey, provide space outside for production pads (nursery space where the grasses will be grown) which will be an in-kind match for space. Each host site school will provide a cash match of \$2,500.00 to sponsor the implementation of the Grasses in Classes curriculum. The host site schools will ensure classroom teachers are present during the implementation of the curriculum and sign monthly verification forms for students' attendance and curriculum delivery.*
- e. Official Representative: The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates *The Principal of each participating school.*

6. Modification. This Agreement may be modified from time to time but only upon written mutual consent of the parties hereto.

7. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Superintendent of Schools to work with the Provider to resolve any such disputes. In the event that the Superintendent of Schools and the Provider are unable to resolve the dispute, the matter shall be referred back to the Recipient for final resolution.

8. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

THIS AGREEMENT entered into and made effective as of the date first above written.

ATTEST:

By: Mary Beth Jackson
Mary Beth Jackson
Superintendent of Schools

Date Signed: 8-25-2014

RECIPIENT:

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

By: Rodney L. Walker
Rodney L. Walker
Chairman
OKALOOSA COUNTY SCHOOL BOARD
APPROVED

Date Signed: AUG 25 2014

WITNESSES:

Signature: Laurie VonKaene
Printed Name: Laurie VonKaene

Signature: Tammy Adams
Printed Name: Tammy Adams

PROVIDER:

Northwest Florida State College -AmeriCorps

By: DR. TY HANDY - NWFSC PRESIDENT
Date Signed: 08/15/2014

APPROVED BY:

PURCHASING

FINANCE

ATTORNEY

The following Okaloosa County Elementary Schools have committed to host the AmeriCorps Program at their schools for the implementation of the Grasses in Classes curriculum for the 2014-15 school year as indicated.

**ELEMENTARY SCHOOL PARTNERS
2014-15**

	SCHOOL NAME	PRINCIPAL	Grade GIC is being Implemented	Cash Match	Title 1 Schools	Requested Number of AmeriCorps Members
1	Bluewater Elementary	Dr. Connie Hall	5	\$2,500.00		GIC Curriculum
2	Destin Elementary	Janet Stein	3	\$2,500.00		GIC Curriculum
3	Edge Elementary	Dr. Samantha Dawson	5	\$2,500.00		GIC Curriculum
4	Edwin Elementary	Marline VanDyke	5	\$2,500.00	X	GIC Curriculum
5	Elliott Point Elementary	Janet Norris	5	\$2,500.00	X	GIC Curriculum
6	Kenwood Elementary	Angie Vaughan	5	\$2,500.00	X	GIC Curriculum
7	Laurel Hill	Lee Martello	5	\$2,500.00	X	GIC Curriculum
8	Lewis School	Mike Fantaski	5	\$2,500.00		GIC Curriculum
9	Longwood Elementary	Yvonne Michna	5	\$2,500.00	X	GIC Curriculum
10	Mary Esther Elementary	Gary Massey	5	\$2,500.00	X	GIC Curriculum
11	Plew Elementary	Carolyn McAllister	3	\$2,500.00		GIC Curriculum
12	Riverside Elementary	Tammy Matz	5	\$2,500.00	X	GIC Curriculum
13	Shalimar Elementary	Jon Williams	5	\$2,500.00	X	GIC Curriculum
14	Walker Elementary	Jeanine Kirkland	3	\$2,500.00	X	GIC Curriculum
15	Wright Elementary	Dr. Anita Choice	5	\$2,500.00	X	GIC Curriculum